
**SUPPLEMENTAL MATERIAL
FEBRUARY 2, 2005
CITY COMMISSION MEETING**

SUPPLEMENTAL MATERIAL

C7 - Resolutions

- C7B A Resolution Authorizing The Mayor And City Clerk To Execute A First Amendment To The Home Investment Partnerships (Home) Program Agreement, Dated December 8, 2004, Between The City Of Miami Beach And Miami Beach Community Development Corporation (MBCDC) Providing \$500,000 From The \$800,000 Home CHDO Funds Previously Allocated To MBCDC By The City's One Year Action Plan For FY 2004/2005, Towards The Cost Of The Acquisition And Rehabilitation Of The Villa Maria, An Apartment Building Located At 2800 Collins Avenue, Miami Beach, To Provide An Estimated Thirty Four (34) Rental Units For Income-Eligible Elderly Tenants In Accordance With The Home Program Requirements.

(Neighborhood Services)

(Resolution)

- C7E A Resolution Authorizing The City Manager Or His Designee To Submit Applications For Grant Funds To The Following Agencies: 1) Miami Beach Visitor And Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, 4th Quarter Program For Funding In An Amount Not To Exceed \$20,000 For The City's 4th Of July 2005 Event; 2) The National Park Service's Save America's Treasures Program For Funding In An Amount Not To Exceed \$500,000 For FY 2005 Historic Preservation Fund Grants For The Restoration Of Historic City Hall; 3) State Of Florida, Office Of The Attorney General, Victims Of Crime Act (VOCA) Funding In An Amount Not To Exceed \$80,000 For Funds For The City's Domestic Violence Unit; 4) State Of Florida, Department Of Community Affairs, Division Of Emergency Management For Funding For The City's Community Emergency Response Team (CERT) Training In An Amount Not To Exceed \$25,000; Further Appropriating The Grants If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To This Application.

(Grants Management)

(Resolution)

R7 - Resolutions

- R7F A Resolution Authorizing The Mayor And City Clerk To Execute A Modification To The Sovereignty Submerged Land Lease No. 130765469 Among The City Of Miami Beach, The Miami Beach Redevelopment Agency And The Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Miami Beach Marina, Pursuant To The Request Of The State Of Florida Department Of Environmental Protection To Clarify The Existing Uses At The Miami Beach Marina. **Joint City Commission and Redevelopment Agency**

(City Manager's Office)

(Resolution & Lease)

R7 - Resolutions (Continued)

- R7G A Resolution Appropriating Funds, In The Amount Of \$313,042, From Gulf Breeze Loan Interest, And Appropriating Funds, In The Amount Of \$768,244, From Two-Percent Resort Tax Funds, For A Total Appropriation Of \$1,081,286; Said Appropriations Providing For Payment Of The Following Matters Relative To The Miami Beach Golf Course Clubhouse, Maintenance Yard Building, And Restroom Shelters Project: A Change Order, In The Amount Of \$600,000, For Removal Of Unsuitable Soil; Additional Change Orders, In The Amount Of \$278,405; Supplemental Contingency, In The Amount Of \$100,000; Regulatory Requirements, In The Amount Of \$40,000; Additional Art In Public Places Fee Of \$4,176; And Capital Improvement Projects Office Fee Of \$58,705.

(Capital Improvement Projects)

(Resolution)

- R7H A Resolution Appropriating Funding, In The Amount Of \$182,404, Available From The 1995 Parks Bond Interest, To Supplement Funds For The Construction Improvements To The Lummus Park Facilities Project; Provided Further, That The Aforestated Funds Are To Be Reimbursed From The \$7,000,000, Allocated For Said Project In The Miami-Dade County 2004 General Obligation Bonds Approved By The Voters On November 2, 2004.

(Capital Improvement Projects)

(Resolution)

Redevelopment Agency Items

- 3B A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency Authorizing The Chairman And Secretary To Execute A Modification To The Sovereignty Submerged Land Lease No. 130765469 Among The City Of Miami Beach, The Miami Beach Redevelopment Agency And The Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Miami Beach Marina, Pursuant To The Request Of The State Of Florida Department Of Environmental Protection To Clarify The Existing Uses At The Miami Beach Marina. **Joint City Commission and Redevelopment Agency**

(Resolution)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AGREEMENT, DATED DECEMBER 8, 2004, BETWEEN THE CITY OF MIAMI BEACH AND MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC) PROVIDING \$500,000 FROM THE \$800,000 HOME CHDO FUNDS PREVIOUSLY ALLOCATED TO MBCDC BY THE CITY'S ONE YEAR ACTION PLAN FOR FY 2004/2005, TOWARDS THE COST OF THE ACQUISITION AND REHABILITATION OF THE VILLA MARIA, AN APARTMENT BUILDING LOCATED AT 2800 COLLINS AVENUE, MIAMI BEACH, TO PROVIDE AN ESTIMATED THIRTY FOUR (34) RENTAL UNITS FOR INCOME-ELIGIBLE ELDERLY TENANTS IN ACCORDANCE WITH THE HOME PROGRAM REQUIREMENTS.

WHEREAS, the City has established a HOME Investment Partnerships Program (HOME Program) under the rules of the U.S. Department of Housing and Urban Development (HUD), which provides financial assistance for the purpose of providing affordable housing within the City; and

WHEREAS, on April 8, 1993, the Mayor and City Commission approved Resolution No. 93-20756, designating Miami Beach Community Development Corporation (MBCDC) as a qualified Community Housing Development Organization (CHDO) under the HOME Program; and

WHEREAS, the City has determined the necessity for providing affordable housing in the City through its Consolidated Plan, adopted by Resolution No. 98-22814 on July 1, 1998, and its One-Year Action Plan for Federal Funds for Fiscal Year 2004/2005, adopted by Resolution No. 2003-25304 on July 30, 2003, as amended; and

WHEREAS, the City's One Year Action Plan for Federal Funds for FY 2004/2005 allocated to MBCDC \$800,000 from the City's Fiscal Year 2004/2005 HOME Program allocation for eligible CHDO projects; and

WHEREAS, on December 8, 2004, the City adopted Resolution No. 2004-25757, authorizing a HOME Program Agreement between the City and MBCDC to provide \$1,100,000 of HOME Program funds for the acquisition and rehabilitation of an apartment building located at 2800 Collins Avenue, Miami Beach; and

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WHEREAS, MBCDC has submitted a request to the City to utilize \$500,000 of their previously allocated Fiscal Year 2004/2005 HOME CHDO funds towards the acquisition and rehabilitation costs of the building located at 2800 Collins Avenue; and

WHEREAS, the City's Loan Review Committee, at its December 3, 2004 meeting, recommended that the Mayor and City Commission approve a request from MBCDC for the utilization of \$500,000 from their 2004/2005 HOME CHDO allocation towards the acquisition and rehabilitation of an apartment building located at 2800 Collins Avenue, to provide an estimated thirty four (34) rental units for income-eligible elderly tenants.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk are hereby authorized to execute a First Amendment to the HOME Investment Partnerships (HOME) Program Agreement, dated December 8, 2004, between the City of Miami Beach and Miami Beach Community Development Corporation (MBCDC); providing \$500,000 from the \$800,000 HOME CHDO funds previously allocated to MBCDC by the City's One Year Action Plan for FY 2004/2005, towards the cost of the acquisition and rehabilitation of an apartment building located at 2800 Collins Avenue, Miami Beach, to provide an estimated thirty four (34) rental units for income-eligible elderly tenants in accordance with the HOME Program requirements.

PASSED AND ADOPTED THIS 12th day of January, 2005

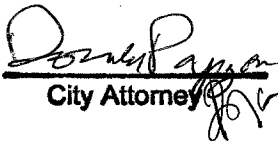
ATTEST:

CITY CLERK


MAYOR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA), FY 2004-5 TOURISM ADVANCEMENT PROGRAM, 4th QUARTER PROGRAM FOR FUNDING IN AN AMOUNT NOT TO EXCEED \$20,000 FOR THE CITY'S 4TH OF JULY 2005 EVENT; 2) THE NATIONAL PARK SERVICE'S SAVE AMERICA'S TREASURES PROGRAM FOR FUNDING IN AN AMOUNT NOT TO EXCEED \$500,000 FOR FY 2005 HISTORIC PRESERVATION FUND GRANTS FOR THE RESTORATION OF HISTORIC CITY HALL; 3) STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, VICTIMS OF CRIME ACT (VOCA) FUNDING IN AN AMOUNT NOT TO EXCEED \$80,000 FOR FUNDS FOR THE CITY'S DOMESTIC VIOLENCE UNIT; AND, 4) STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT FOR FUNDING FOR THE CITY'S COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TRAINING IN AN AMOUNT NOT TO EXCEED \$25,000; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, the Miami Beach Visitor and Convention Authority (VCA), through its Tourism Advancement Program provides funding for activities and events with year-long tourism promotion and programming that support and advance tourism; and

WHEREAS, in 1991 the City of Miami Beach launched the first "An American Celebration" as a means to attract visitors to Miami Beach on the 4th of July, and July 4, 2005 will mark the fifteenth anniversary of the event's success; and

WHEREAS, the Miami Beach Community and the City will host this year's event in North Beach to showcase the community and the amenities that are available in the surrounding areas; and

WHEREAS, no matching funds are required of this grant; and

WHEREAS, the Administration requests approval to submit a grant application to Miami Beach Visitor and Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, in an amount not to exceed \$20,000 for

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Date 2-2-05

funding of the City's July 4, 2005 event; and

WHEREAS, the City is seeking matching grant funding to undertake a major restoration project for Old City Hall, which is a "contributing" resource in the Miami Beach National Register Architectural District ("Art Deco" Historic District); and

WHEREAS, the district is listed in the National Register of Historic Places for its national significance as the largest concentration of 1920s and 1930s era resort architecture in the United States and Old City Hall was the first locally historically designated site; and

WHEREAS, Old City Hall was constructed in 1927 and designed by Martin Luther Hampton, and is an excellent example of the Mediterranean Revival style of architecture, which was the "style of choice" in Miami Beach from the mid 1910s to early 1930s, and the building served as the government seat for Miami Beach from 1927 until the completion of a New City Hall in 1977; and

WHEREAS, In 2002, the City contracted to have a complete structural assessment report for Old City Hall and the report revealed that the 76 year old building is in need of significant structural restoration to preserve its structural integrity and architectural features; and

WHEREAS, City proposes applying to the Department of Interior, Save America's Treasures Program for funding to perform necessary renovations to Old City Hall, the City will utilize matching funds from the Miami-Dade County 2004 General Obligation Bonds approved by the voters on November 2, 2004; and

WHEREAS, approval is requested to submit a grant application to the U.S. Department of Interior, Save America's Treasures Program for funds in an amount not to exceed \$500,000 for renovations to Old City Hall; and

WHEREAS, the Victims of Crime Act (VOCA) was enacted in 1984 to provide federal funding to assist state, local and private agencies to provide direct services to crime victims; and

WHEREAS, the City proposes using existing Police Department operating funds allocated to the Domestic Violence Unit as a match to this grant, to provide funding for the Domestic Violence Intake Center; and

WHEREAS, approval is requested to submit a grant application for funding in an amount not to exceed \$80,000 for funds for the City's domestic violence unit, with matching funds provided by existing operating funds within the Police Department; and

WHEREAS, the Community Emergency Response Team (CERT) program provides a structured opportunity for citizens to augment local emergency response activities, and program funds will be used to train people to be prepared for emergency situations that may arise in their communities; and

WHEREAS, the funds would be used to off-set City costs associated with providing CERT training that is currently coordinated by the Fire Department, and matching funds are not required; and

WHEREAS, the Administration requests approval to apply to the Florida Department of Community Affairs, Division of Emergency Management for grant funds in an amount not to exceed \$25,000 made available through the 2005-2006 Community Emergency Response Team Program.

NOW, T HEREFOR E, BE I T D ULY R ESOLVED B Y T HE M AYOR A ND C IY COMMISSION OF THE CITY OF MIAMI BEACH THAT the Mayor and City Commission hereby authorize the City Manager or his designee to submit applications for grant funds to the following agencies: 1) Miami Beach Visitor and Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, 4th quarter program for funding in an amount not to exceed \$20,000 for the City's 4th of July 2005 event; 2) the National Park Service's Save America's Treasures program for funding in an amount not to exceed \$500,000 for FY 2005 Historic Preservation fund grants for the restoration of Historic City Hall; 3) State of Florida, Office of the Attorney General, Victims of Crime Act (VOCA) funding in an amount not to exceed \$80,000 for funds for the City's Domestic Violence unit; and, 4) State of Florida, Department of Community Affairs, Division of Emergency Management for funding for the City's Community Emergency Response Team (CERT) training in an amount not to exceed \$25,000; further appropriating the grants if approved and accepted by the City; and authorizing the execution of all necessary documents related to this application.

PASSED and ADOPTED this _____ day of _____, 2005

ATTEST:

MAYOR

CITY CLERK

JMG/KB/JH

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 2/1/05

City Attorney Date

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MODIFICATION TO THE SOVEREIGNTY SUBMERGED LAND LEASE NO. 130765469 AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY AND THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE MIAMI BEACH MARINA, PURSUANT TO THE REQUEST OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CLARIFY THE EXISTING USES AT THE MIAMI BEACH MARINA.

WHEREAS, on January 21, 1986, the City of Miami Beach ("City") and the Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") entered into Sovereignty Submerged Land Lease No. 130765469, as recorded in Official Record Book 13020, Pages 2520 through 2526, of the Public Records of Miami-Dade County, Florida, for the Miami Beach Marina (the "Submerged Land Lease"); and

WHEREAS, on June 16, 1990, the City authorized an amendment to the Submerged Land Lease, as recorded in Official Records Book 15593, Pages 1915 and 1916 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, on October 6, 1993, the City authorized a further amendment to the Submerged Land Lease, as recorded in Official Records Book 16509, at Page 3694 of the Public Records of Miami-Dade County, Florida and Official Records Book 16171, Page 673; and

WHEREAS, the Florida Department of Environmental Protection (DEP), acting on behalf of the Trustees, has requested further amendments to the Submerged Land Lease, attached and incorporated hereto as Exhibit "A," to conform the description of the facilities in the Lease to the presently existing Marina facilities, including the widened north breakwater, and to update the uses permitted in the Submerged Land Lease areas; and

WHEREAS, on October 6, 1999, the aforementioned action was deferred by the City Commission/RDA Board; and

WHEREAS, on March 7, 2000, the Florida Department of Environmental Protection forwarded a revised Lease Agreement, in which further revisions were provided by the State, requesting execution of the modified Agreement within thirty (30) days after receipt of the letter, however, such proposed further revisions sought to prohibit the existing gambling vessel from docking within the Submerged Land Lease area; and

WHEREAS, after extensive negotiations, DEP has agreed, and the proposed amended language reflects DEP's agreement, that the one existing gambling vessel (i.e. one sublease for a gambling vessel exists at the Miami Beach Marina at present) will not be held in violation under the State's latest prohibition regarding gambling vessels and if their existing Lease expires, terminates or is canceled, the City further agrees that no other gambling cruise ship may occupy any area within the Lease area; and

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Date 2-2-05

WHEREAS, the Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since the Marine Authority was under the impression that Majesty had declared bankruptcy and sold its assets by court order; and

WHEREAS, the Marina's response is that the lease with Majesty Enterprises of Florida, LLC is still in existence and it was assigned in June 2004 to MB Cruises, LLC, a Delaware Limited Liability Company, in connection with MB Cruises acquisition of all the assets, including the vessel "Atlantic", and liabilities of Majesty Enterprises of Florida, LLC.; and

WHEREAS, the Marina has not been notified of any bankruptcy by Majesty and when the Marina consented to the assignment of Lease, they did not release Majesty from any obligations under the lease, therefore, the Marina continues to be a creditor in the event of a filing of a bankruptcy action by Majesty.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, authorize the Mayor and City Clerk to execute the Modified Sovereignty Submerged Land Lease No. 130765469 by and among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida, for the Miami Beach Marina, a copy of which is attached hereto and incorporated herein as Exhibit "A."

PASSED and ADOPTED this 2nd day of February, 2005.

ATTEST:

MAYOR

CITY CLERK

**APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION:**



CITY ATTORNEY



DATE

JMG/CMC/rar

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This Instrument Prepared By:

Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. _____
PA No. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to _____ hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section _____,
Township _____, Range _____, in _____,
_____ County, containing _____ square feet, more or less,
as is more particularly described and shown on Attachment A,
dated _____.

TO HAVE THE USE OF the hereinabove described premises for a period of ____ years from _____, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follow:

1. USE OF PROPERTY: The Lessee is hereby authorized operate exclusively a commercial docking facility with boatlifts exclusively to be used for the mooring of recreational vessels and a cruise to nowhere vessel used in conjunction with an upland commercial marina facility, with fueling facilities, with a sewage pumpout facility, and with liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit No. _____, dated _____, incorporated herein and made a part of this lease by reference.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$ _____ and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetlands, from rental of wetlands to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetlands, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment ____, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five(5) consecutive days or a total of ten(10) days within a thirty(30) day period. If liveaboards are authorized by paragraph one(1) of this lease, in no event shall such "liveaboard" status exceed six(6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, except for the sublease described below, the Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships. At present, there is a sublease between Majesty Enterprises of Florida, LLC and Miami Beach Marina Associates, Ltd., dated January 31, 2002, which permits the sublessee to operate a single gambling cruise ship within the lease area that moors to the northwestern or waterward face of the northern breakwater. This sublessee is authorized to continue to operate within the lease area as specified in their sublease, however, if Majesty Enterprises of Florida, LLC's sublease expires or is cancelled for any reason, the City shall agree to the restriction that no other gambling cruise ship may occupy any area within the lease area, without the specific and additional approval of the Lessor or their agents, unless either the laws of the state have been changed to permit said uses or it is no longer the policy of the Lessor to prohibit or limit such uses.

31. SPECIAL LEASE CONDITION:

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RESOLUTION NO. 2005-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$313,042, FROM GULF BREEZE LOAN INTEREST, AND APPROPRIATING FUNDS, IN THE AMOUNT OF \$768,244, FROM TWO-PERCENT RESORT TAX FUNDS, FOR A TOTAL APPROPRIATION OF \$1,081,286; SAID APPROPRIATIONS PROVIDING FOR PAYMENT OF THE FOLLOWING MATTERS RELATIVE TO THE MIAMI BEACH GOLF COURSE CLUBHOUSE, MAINTENANCE YARD BUILDING, AND RESTROOM SHELTERS PROJECT: A CHANGE ORDER, IN THE AMOUNT OF \$600,000, FOR REMOVAL OF UNSUITABLE SOIL; ADDITIONAL CHANGE ORDERS, IN THE AMOUNT OF \$278,405; SUPPLEMENTAL CONTINGENCY, IN THE AMOUNT OF \$100,000; REGULATORY REQUIREMENTS, IN THE AMOUNT OF \$40,000; ADDITIONAL ART IN PUBLIC PLACES FEE OF \$4,176; AND CAPITAL IMPROVEMENT PROJECTS OFFICE FEE OF \$58,705.

WHEREAS, on September 11, 2002 the Mayor and City Commission approved the award of a contract to TRAN Construction Inc. (TRAN), in the amount of \$2,669,000, for the construction of the Miami Beach Golf Course Clubhouse, Maintenance Yard Building, and Restroom Shelters pursuant to Invitation to Bid No. 54-01/02 (the Project); and

WHEREAS, site work at the clubhouse began shortly after issuance of the notice to proceed on January 11, 2003; and

WHEREAS, soil tests taken on February 3, 2003 revealed that the building pad failed to achieve the minimum compaction required to support the weight of the future clubhouse building; and

WHEREAS, the soils report produced during the design phase of the Project revealed the presence of organic soils within the construction area; and

WHEREAS, such soil report recommended the removal and replacement of the muck with adequate soils; and

WHEREAS, on February 18, 2003 TRAN stated its position that, as the soil report was not furnished as part of the contract documents, and that any work required to remove the unsuitable soil would be performed as a change order; and

WHEREAS, on the same day, the City responded with its position, that the soil report was clearly referenced in the plans and the specifications, and that it would be TRAN's responsibility to remove the unsuitable soil accordingly; and

WHEREAS, Section 34 of the Construction Contract with TRAN, entitled "Continuing the Work", obligates the Contractor to adhere to the Project schedule during

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all disputes or disagreements with the City, including disputes and disagreements concerning requests for change order; and

WHEREAS, TRAN proceeded to remove the unsuitable soil, but began submitting requests for change orders (RCO's) totaling \$1,066,307; and

WHEREAS, the City's preliminary review of the RCO's and supporting documentation was issued on July 30, 2003, revealing numerous discrepancies found in the information provided by the RCO documents submitted by TRAN; and

WHEREAS, as a result of several meetings with City staff, on January 15, 2004, TRAN consolidated all of the previously submitted RCO's into a single request reflecting a reduced amount of \$890,343.45; and

WHEREAS, on February 24, 2004, the City issued findings that the amount requested could not be supported by the City's calculations and site observations, and the documents provided by TRAN; and

WHEREAS, in March of 2004, the City and TRAN entered into the contractual procedure for resolution of disputes, and began a search for a mutually acceptable mediator; and

WHEREAS, through this effort, a non-binding agreement was reached by all parties that, if hereby approved by the City Commission, would approve a Change Order, in the amount of \$500,000, for the de-mucking work, and an additional \$100,000 for general conditions incurred during the extended Project timeline, which includes a time extension for the de-mucking work, and for all additional work on the Project; and

WHEREAS, upon review of all the facts, City staff hereby recommends approval of a change order to TRAN, in the amount of \$600,000; and

WHEREAS, in addition to the aforestated requested change order, unforeseen site conditions, design enhancements requested by the City, possible errors and omissions, and regulatory requirements will require additional change orders in excess of the original Project contingency to complete the Project; and

WHEREAS, it is foreseen that an additional \$278,405 will be required to pay for additional change orders on the Project; and

WHEREAS, additional change orders are likely to occur during final inspection and close-out as a result of regulatory agencies' review and requirements; and

WHEREAS, it is recommended that an additional sum of \$100,000 be set aside as a contingency to fund these anticipated final changes and additions; and

WHEREAS, the Florida Department of Environmental Protection (DEP) has required that the City undertake further remedial action prior to the installation a new stormwater drainage well that is part of the Project; and

WHEREAS, the total estimated cost to produce the documentation required by the DEP, and to perform the required remediation is \$40,000; and

WHEREAS, City Code Section 82, Article VII, requires that an adjustment to the appropriation of Art In Public Places (AIPP) funds be made for construction costs associated with City requested changes in scope requiring additional appropriations in excess of \$200,000; and

WHEREAS, the corresponding AIPP fee for this appropriation is \$4,176; and

WHEREAS, operating expenses for the Capital Improvement Projects (CIP) Office are funded through an appropriation of 4.8% of any project that is managed by CIP; and

WHEREAS, the corresponding CIP Office fee for this appropriation is \$58,705; and

WHEREAS, the total supplemental funding to provide for change orders, additional services, additional AIPP fees, and CIP Office fees to complete the Project is \$1,081,286; and

WHEREAS, it is recommended that \$313,042 be appropriated from Gulf Breeze Loan Interest and \$768,244 be appropriated from Two-Percent Resort Tax funds.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein appropriate funding in the amount of \$313,042, from Gulf Breeze Loan Interest, and appropriate funds, in the amount of \$768,244, from Two-Percent Resort Tax Funds, for a total appropriation of \$1,081,286; said appropriations providing for payment of the following matters relative to the Miami Beach Golf Course Clubhouse, Maintenance Yard Building, and Restroom Shelters Project: a Change Order, in the amount of \$600,000, for removal of unsuitable soil; additional change orders, in the amount of \$278,405; supplemental contingency, in the amount of \$100,000; regulatory requirements, in the amount of \$40,000; additional Art In Public Places Fee of \$4,176; and Capital Improvement Projects Office Fee of \$58,705.

PASSED and ADOPTED this 2nd day of February, 2005.

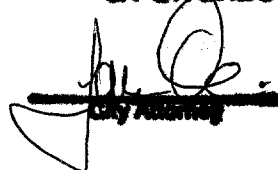
ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 1/31/05
City Attorney

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDING, IN THE AMOUNT OF \$182,404, AVAILABLE FROM THE 1995 PARKS BOND INTEREST, TO SUPPLEMENT FUNDS FOR THE CONSTRUCTION IMPROVEMENTS TO THE LUMMUS PARK FACILITIES PROJECT; PROVIDED FURTHER, THAT THE AFORESTATED FUNDS ARE TO BE REIMBURSED FROM THE \$7,000,000, ALLOCATED FOR SAID PROJECT IN THE MIAMI-DADE COUNTY 2004 GENERAL OBLIGATION BONDS APPROVED BY THE VOTERS ON NOVEMBER 2, 2004.

WHEREAS, on June 8, 2004, the Lummus Park Facilities Project (Project) was presented to the Historic Preservation Board (HPB) for a one (1) year extension of time to the Certificate of Appropriateness for Demolition, and to allow additional time to obtain a building permit for the construction of the new restroom facility to replace the existing restroom at 1401 Ocean Drive; and

WHEREAS, the HPB granted the time extension, with the condition that a full building permit for the Project be obtained by April 8, 2005; and

WHEREAS, the Project was fast tracked to meet the permitting deadline, and phased to minimize the impact on residents and nearby businesses; and

WHEREAS, Phase I of the Project includes the widening of the sidewalks from 5th to 12th Streets, and Phase II the completion of the sidewalk widening from 12th Street to 14th Lane, the demolition of the existing restroom facility, and construction of a new restroom facility; and

WHEREAS, to expedite the Project a contract was issued to F&L Construction, Inc., for the sidewalk widening, paved plazas, utilities adjustment, landscape, and irrigation portion of the work, from 5th Street to 14th Lane only; and

WHEREAS, on September 7, 2004, CIP issued a Notice to Proceed to F&L Construction, Inc. to commence Phase I of the Project with the stipulation that they would demobilize prior to the start of the tourist season, and remobilize in April 2005 with the remaining Phase II sidewalk construction; and

WHEREAS, the Phase I work was completed on December 21, 2004 as scheduled, and the contractor has demobilized as requested by the by the Ocean Drive Association; and

WHEREAS, as the restroom facility portion of Phase II is isolated within the Lummus Park site, its demolition and construction will minimally impact the nearby businesses and does not need to be delayed until April, 2005; and

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WHEREAS, to minimize public inconvenience, four (4) port-o-lets, including one accessible, will be placed near the construction site and will be available for public use until the new restroom is constructed; and

WHEREAS, on November 10, 2004, the City Commission granted the Certificate of Appropriateness for Demolition of the restroom facility located at 1401 Ocean Drive; and

WHEREAS, pursuant to said approval, the CIP Office obtained a Job Order Contracting (JOC) proposal from F&L Construction, Inc., for demolition of the existing, and construction of a new, restroom facility in the amount of \$494,670; and

WHEREAS, based on an evaluation of the proposal and the available funds for the overall Lummus Park Facilities Project, staff has determined that there is a shortfall, in the amount of \$182,404, for the new restroom facility; and

WHEREAS, in order to proceed with the construction of the Project, it will be necessary to appropriate additional funds; and

WHEREAS, funds to cover the Project budget shortfall, in the amount of \$182,404, are available from the 1995 Parks Bond interest; and

WHEREAS, the Administration recommends the appropriation of said funds to supplement those already available for the construction of the Lummus Park Facilities Project; and

WHEREAS, the requested funds will be reimbursed from the \$7 Million allocated for the Project in the Miami-Dade County 2004 General Obligation Bonds approved by the voters in November 2, 2004, when they become available.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission appropriate funding, in the amount of \$182,404, available from the 1995 Parks Bond interest, to supplement funds for the construction improvements to the Lummus Park Facilities Project; provided further, that the aforesaid funds are to be reimbursed from the \$7,000,000 allocated for said Project in the Miami-Dade County 2004 General Obligation Bonds approved by the voters on November 2, 2004.

PASSED and ADOPTED this _____ day of November, 2004.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A MODIFICATION TO THE SOVEREIGNTY SUBMERGED LAND LEASE NO. 130765469 AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY AND THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE MIAMI BEACH MARINA, PURSUANT TO THE REQUEST OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CLARIFY THE EXISTING USES AT THE MIAMI BEACH MARINA.

WHEREAS, on January 21, 1986, the City of Miami Beach ("City") and the Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") entered into Sovereignty Submerged Land Lease No. 130765469, as recorded in Official Record Book 13020, Pages 2520 through 2526, of the Public Records of Miami-Dade County, Florida, for the Miami Beach Marina (the "Submerged Land Lease"); and

WHEREAS, on June 16, 1990, the City authorized an amendment to the Submerged Land Lease, as recorded in Official Records Book 15593, Pages 1915 and 1916 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, on October 6, 1993, the City authorized a further amendment to the Submerged Land Lease, as recorded in Official Records Book 16509, at Page 3694 of the Public Records of Miami-Dade County, Florida and Official Records Book 16171, Page 673; and

WHEREAS, the Florida Department of Environmental Protection (DEP), acting on behalf of the Trustees, has requested further amendments to the Submerged Land Lease, attached and incorporated hereto as Exhibit "A," to conform the description of the facilities in the Lease to the presently existing Marina facilities, including the widened north breakwater, and to update the uses permitted in the Submerged Land Lease areas; and

WHEREAS, on October 6, 1999, the aforementioned action was deferred by the City Commission/RDA Board; and

WHEREAS, on March 7, 2000, the Florida Department of Environmental Protection forwarded a revised Lease Agreement, in which further revisions were provided by the State, requesting execution of the modified Agreement within thirty (30) days after receipt of the letter, however, such proposed further revisions sought to prohibit the existing gambling vessel from docking within the Submerged Land Lease area; and

WHEREAS, after extensive negotiations, DEP has agreed, and the proposed amended language reflects DEP's agreement, that the one existing gambling vessel (i.e. one sublease for a gambling vessel exists at the Miami Beach Marina at present) will not be held in violation under the State's latest prohibition regarding gambling vessels and if their existing Lease expires, terminates or is canceled, the City further agrees that no other gambling cruise ship may occupy any area within the Lease area; and

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WHEREAS, the Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since the Marine Authority was under the impression that Majesty had declared bankruptcy and sold its assets by court order; and

WHEREAS, the Marina's response is that the lease with Majesty Enterprises of Florida, LLC is still in existence and it was assigned in June 2004 to MB Cruises, LLC, a Delaware Limited Liability Company, in connection with MB Cruises acquisition of all the assets, including the vessel "Atlantic", and liabilities of Majesty Enterprises of Florida, LLC.; and

WHEREAS, the Marina has not been notified of any bankruptcy by Majesty and when the Marina consented to the assignment of Lease, they did not release Majesty from any obligations under the lease, therefore, the Marina continues to be a creditor in the event of a filing of a bankruptcy action by Majesty.

NOW THEREFORE, BE IT DULY RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Chairman and Members of the Miami Beach Redevelopment Agency, authorize the Chairman and Secretary to execute the Modified Sovereignty Submerged Land Lease No. 130765469 by and among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida, for the Miami Beach Marina, a copy of which is attached hereto and incorporated herein as Exhibit "A."

PASSED and ADOPTED this 2nd day of February, 2005.

ATTEST:

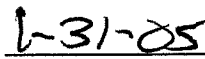
CHAIRMAN

SECRETARY

**APPROVED AS TO FORM & LANGUAGE
& FOR EXECUTION:**



CITY ATTORNEY 



DATE

JMG/CMC/rar

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